

A. G. Contract No. KR93 2938TRN
ECS File: JPA 94-85
JPA No. 93-185
Project: ER-GGH-0(5)
Fund: SE009 02D
Section: Sanchez Road @ Gila River
Bridge

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GRAHAM COUNTY, ARIZONA

THIS AGREEMENT is entered into 18. January, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GRAHAM COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

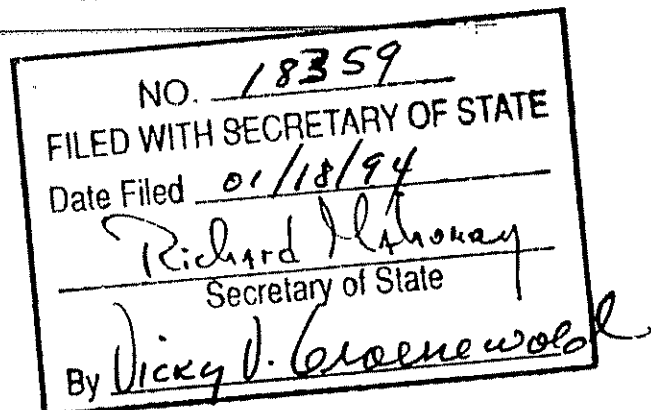
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.



5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: HIGHWAY DESIGN.

Estimated Project Cost	\$ 232,600.00
Federal Aid Funds @ 94.3%	\$ 219,342.00
County Funds @ 5.7%	\$ 13,258.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to furnish and provide County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The County will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

4. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

5. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Graham County
County Manager
800 Main Street
Safford, AZ 85546

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRAHAM COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By *Delbert Householder*
DELBERT HOUSEHOLDER, Chairman
Board of Supervisors

By *Robert P. Mickelson*
ROBERT P. MICKELSON
Chief Deputy State Engineer

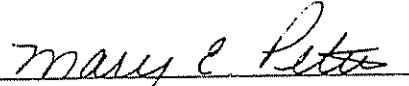
ATTEST

By *Barbara Felix*
BARBARA FELIX
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 24th day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Graham County for the purpose of defining responsibilities for the design and construction of improvements to Sanchez Road @ the Gila River Bridge.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.



LARRY S. BONINE
Director

EXCERPTS OF THE MINUTES OF A MEETING OF
THE BOARD OF SUPERVISORS OF GRAHAM COUNTY,
ARIZONA HELD ON DECEMBER 20, 1993

The Graham County Board of Supervisors met in regular session
this 20th day of December, 1993, at 8:00 a.m., with the following present:

Delbert Householder, Chairman
Haynes Moore, Member
Terry J. Bingham, Member

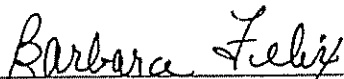
also: Joe Carter, County Manager
Barbara Felix, Board Clerk
James Moser, P.E., County Engineer

:.....Mr. Moser requested approval of an Intergovernmental Agreement
with the Arizona Department of Transportation for design and engineering
on the Solomon Bridge Project. Upon motion of Supervisor Bingham, seconded
by Supervisor Moore, the Board unanimously approved the agreement and
authorized the Chairman to sign necessary documents....."

STATE OF ARIZONA)
COUNTY OF GRAHAM) ss.

I, BARBARA FELIX, Clerk of the Board of Supervisors of Graham
County, Arizona, DO HEREBY CERTIFY that this is a true, accurate and
complete "Excerpt of Minutes" from those actions of the Board, as it relates
to approval of an Intergovernmental Agreement with the Arizona Department
of Transportation for design and engineering on the Solomon Bridge Project.


Witness my hand this 4th day of January, 1994.


Barbara Felix, Clerk of the Graham
County Board of Supervisors

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and GRAHAM COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of December, 1993.



Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2938-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of January, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G